

## CloudWyze Terms of Use and Acceptable Use Policy

**Effective Date: August 1, 2022**

This Terms of Use and Acceptable Use Policy (together, the “**Terms**”), as well as additional agreements, policies, and other agreed-upon terms and conditions applicable to your access to the websites owned or provided by CloudWyze, Inc. (“**us,**” “**we,**” “**our,**” or “**CloudWyze**”), including at least <https://www.cloudwyze.com/>, <https://my.cloudwyze.com/> and <https://cloudwyze.connectboosterportal.com/> (collectively, the “**Websites**”), and your access or use of our Internet services (“**Services**”), govern your use of the Websites and Services, including any content and functionality, owned or provided by CloudWyze, Inc.

**Please read these Terms carefully before you start to use any of the Websites or Services. By using the Websites or Services, you accept and agree to be bound and abide by these Terms and our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Website or Services.**

These Websites and Services are offered and available to users 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Websites or Services, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Websites or Services.

You use the Internet at your own risk. CloudWyze cannot monitor, verify, warrant, or vouch for the accuracy or quality of any information or material acquired from the Internet. You must exercise your best judgment in relying on information obtained from the Internet, and should be aware that some information or material posted to the Internet is inaccurate or offensive.

Because CloudWyze cannot monitor or censor the Internet - and CloudWyze will not attempt to do so - CloudWyze shall not be responsible for any injury that results from inaccurate, unsuitable, offensive or illegal Internet communications. CloudWyze does not monitor, review, edit, or censor any information or material that you or anyone else creates and shall not be responsible for any such information or material.

CloudWyze reserves the right to modify the Terms at any time, as indicated by the Effective Date, and those modifications will become effective when posted. Continued use of the Websites or Services following any modification of these Terms will indicate acceptance of the Terms. Check the Terms frequently so you are aware of any changes.

### Accessing or Using the Websites or Services

We reserve the right to withdraw or amend the Website or Services, and any service or material we provide on the Websites or Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Websites or Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites or Services, or entire Websites or Services, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website or Services. To use the Services, users must meet minimum computer, device, in-home network, and system requirements as identified by CloudWyze.
- Ensuring that all persons who access the Websites or Services through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website or Services that all the information you provide on any Websites or when subscribing to any Services is correct, current, and complete. You agree that all information you provide to register with the Websites or Services or otherwise, including, but not limited to, through the use of any interactive features on the Websites or Services, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

You acknowledge that equipment may require updates and/or changes to the software resident in the equipment, and that you may be required to perform such updates and/or changes. Notwithstanding, you hereby authorize CloudWyze to perform updates and/or changes, on-site or remotely from time to time as CloudWyze deems necessary, in CloudWyze's sole discretion.

CloudWyze does not provide technical assistance for third party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third party hardware or software should be directed to the manufacturer of that product. CloudWyze is not responsible for the operation or support, maintenance or repair of any equipment, software, or services that Subscriber elects to use in connection with the Internet Service.

When utilizing Services, you agree not to connect any equipment, other than equipment authorized by CloudWyze, to any router outlet or port. You understand that failure to comply with this restriction may cause damage to the CloudWyze network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify, or tamper with the equipment or the Services, or permit any other person, not authorized by CloudWyze, to do the same. You may obtain a router from CloudWyze or may purchase and use a router purchased at retail from a third party, provided that such third-party router has been tested, certified, and approved by CloudWyze.

CloudWyze may provide you with common CloudWyze or third-party software to enable and enhance the Services. CloudWyze does not support third-party software. Any and all software provided is the property of CloudWyze and/or its suppliers and licensors. CloudWyze hereby grants you a nonexclusive, nontransferable license to install and use on your computers, devices, and/or system(s) the software for use solely in connection with the Services. Your license to use any of the provided software is contingent upon your compliance with the Terms, and only valid up and until termination, expiration, or disconnection of the Services.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from

your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our reasonable opinion, you have violated any provision of these Terms.

VIOLATION OF THE TERMS IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF YOUR ACCOUNT AND ACCESS TO THE WEBSITES OR SERVICES YOU RECEIVE FROM CLOUDWYZE OR SUCH OTHER ACTION AS CLOUDWYZE DEEMS APPROPRIATE IN ITS REASONABLE DISCRETION. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE WEBSITE OR SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, STORE ON, DOWNLOAD, OR TRANSMIT THROUGH THE WEBSITES OR SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, FILES, TEXTS, MESSAGES, DATA, FORM DATA, AND DOMAIN NAMES. IT IS CLOUDWYZE'S POLICY TO TERMINATE REPEAT INFRINGERS.

## Prohibited Uses

You may use the Websites or Services only for lawful purposes and in accordance with these Terms. You agree not to use the Websites or Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards, as outlined below.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate CloudWyze, a CloudWyze employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites or Services, or which, as determined by us, may harm CloudWyze or users of the Websites or Services, or expose them to liability.

Additionally, you agree not to:

- Use the Website or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites or Services, including their ability to engage in real time activities through the Websites or Services.
- Use any robot, spider, or other automatic device, process, or means to access the Websites or Services for any purpose, including monitoring or copying any of the material on the Websites or Services.

- Use any manual process to monitor or copy any of the material on the Websites or Services, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites or Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites or Services, the server on which the Websites or Services are stored, or any server, computer, or database connected to the Websites or Services.
- Attack the Websites or Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites or Services.

## Security

You acknowledge and agree that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of your equipment. You are responsible for taking and should take all appropriate security measures when using the Internet or Services. You assume sole responsibility for your equipment used in conjunction with the Internet or Services and for providing and configuring any “firewall” or security measures for use with the Internet or Services to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet or Services, and you, not CloudWyze, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. CloudWyze does not warrant that others will be unable to gain access to your computer(s) and/or data even if you utilize blocking and filtering technologies, nor does CloudWyze warrant that the data or files will be free from computer viruses or other harmful components. CloudWyze has no responsibility and assumes no liability for the protections you may employ nor for any damages that may arise from accessing the Internet. You shall not permit or enable any use of your account or account passwords by any person not a member of your household. You are responsible for any misuse of the Internet or Services that occurs through your account whether by a member of your household or unauthorized third-party.

## Monitoring and Enforcement; Termination

CloudWyze, in its sole discretion, will determine whether your conduct is in compliance with these Terms. We have the right to:

- Monitor your use of the Services for any purpose in our sole discretion and as we see fit.
- Remove or refuse to post any content for any or no reason in our sole discretion.
- Take any action we deem necessary or appropriate in our sole discretion if we believe your conduct violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites or Services, or the public, or could create liability for the CloudWyze.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites or Services.
- Terminate or suspend your access to all or part of the Websites or Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites or Services. YOU WAIVE AND HOLD HARMLESS CLOUDWYZE AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on or using the Websites or Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## Content Standards

These content standards apply to any and all use of the Websites or Services. Any use of the Websites or Services must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, you may not use the Websites or Services to send, knowingly receive, upload, download, use, or re-use any material which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our [Privacy Policy](#).
- Is likely to deceive any person.
- Promotes any illegal activity, or advocate, promote, or assist any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person or misrepresents your identity or affiliation with any person or organization.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

## Intellectual Property Infringement

If you believe that any your usage or access to the Websites or Services violates your copyright, please see our [DMCA Policy](#) for instructions on sending us a notice of copyright infringement. It is CloudWyze's policy to terminate the user accounts of repeat infringers.

Also, you agree not to use, or allow others to use, the Websites or Services to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets, or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. You must obtain appropriate authorization from such other person or entity prior to sending, receiving, or using such materials. You represent and warrant that you are and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and you further represent and warrant that no hosted content violates or will violate the trademark, copyright, domain name, or intellectual property rights of any third party. CloudWyze assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

## Reliance on Information Posted

The information presented on or through the Websites and Services are made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or Services or by anyone who may be informed of any of its contents.

The Website and Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the CloudWyze, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the CloudWyze. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## Bandwidth of Services

You understand and agree that CloudWyze does not guarantee that any particular amount of bandwidth on the Service network or that any speed or throughput of your connection to the Service network will be available to you. You understand and agree that the speed of the Internet Service provided at your site will vary depending upon several factors, including your computer system(s) and associated equipment (e.g., Wi-Fi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond CloudWyze's control, and system failures, modifications, upgrades, and repairs. You understand that your wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors.

You further understand that CloudWyze may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with these Terms. You also understand and agree that, to allocate bandwidth across all of its users, CloudWyze may employ reasonable network management techniques. Your sole and exclusive remedies under these Terms are set forth herein. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply.

## Changes to the Website

We may update the content on the Websites or Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Websites or Services may be out of date at any given time, and we are under no obligation to update such material.

## Information About You and Your Visits to the Website

All information we collect through the Websites and Services are subject to our [Privacy Policy](#). By using the Websites or Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## Links from the Website

If the Websites or Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Websites or Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## Geographic Restrictions

The owner of the Websites or Services are based in the State of North Carolina in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Websites or Services may not be legal by certain persons or in certain countries. If you access the Websites or Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Websites or Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE



ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES OR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CLOUDWYZE NOR ANY PERSON ASSOCIATED WITH CLOUDWYZE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITES OR SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CLOUDWYZE NOR ANYONE ASSOCIATED WITH CLOUDWYZE REPRESENTS OR WARRANTS THAT THE WEBSITES OR SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITES OR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, CLOUDWYZE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CLOUDWYZE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

## Indemnification

You agree to defend, indemnify, and hold harmless CloudWyz, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Websites or Services, including, but not limited to any use of



the content, services, and products of the Websites or Services other than as expressly authorized in these Terms, or your use of any information obtained from the Websites or Services.

## Governing Law and Jurisdiction

All matters relating to the Websites or Services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Websites or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, in each case located in the City of Wilmington and County of New Hanover, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## Waiver and Severability

No waiver by CloudWyze of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CloudWyze to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

## Entire Agreement

The Terms, our [Privacy Policy](#), [DMCA Policy](#), and other policies constitute the sole and entire agreement between you and CloudWyze, Inc. regarding the Websites and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites and Services.

## Your Comments and Concerns

This website is operated by CloudWyze, Inc., located at 720 N 3rd St STE 402, Wilmington, NC 28401.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [DMCA Policy](#) in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [info@cloudwyze.com](mailto:info@cloudwyze.com).